

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: December 15, 2009

**2525 EAST CAMELBACK ROAD
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CHARLES G. CASE, II
U.S. Bankruptcy Judge

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09-28885/0292123844

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Yesenia Gutierrez and Raul Gutierrez
Debtors.

Central Mortgage Company
Movant,

vs.

Yesenia Gutierrez and Raul Gutierrez, Debtors,
Diane M. Mann, Trustee.

Respondents.

No. 2:09-bk-26878-CGC

Chapter 7

ORDER

(Related to Docket #17)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated January 12, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Central Mortgage Company is the current beneficiary and Yesenia
4 Gutierrez and Raul Gutierrez have an interest in, further described as:

5 APARTMENT UNIT 138, TRACT B, OF WOODGLEN SQUARE CONDOMINIUMS,
6 ACCORDING TO DECLARATION OF HORIZONTAL PROPERTY REGIME RECORDED
7 IN DOCKET 16331, PAGE 9, AND AMENDED IN DOCKET 16380, PAGE 361, AND RE-
8 RECORDED IN DOCKET 16409, PAGE 40 AND AMENDED IN DOCKET 16442, PAGE
1111 AND ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY
RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 242 OF MAPS,
PAGE 14 AND BOOK 247 OF MAPS, PAGE 16.

9 TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREA AS
10 SET FORTH IN SAID DECLARATION AND AS DESIGNATED ON SAID PLAT.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.

18
19 DATED this ____ day of _____, 2009.

20
21 _____
22 JUDGE OF THE U.S. BANKRUPTCY COURT
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